

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re: : Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., et al., : 08-13555 (JMP)
Debtors. : (Jointly Administered)
-----X

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr.P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

RUST BELT HOLDINGS, L.L.C.
Name of Transferee

DEUTSCHE BANK AG, LONDON BRANCH
Name of Transferor

Name and Address where notices to transferee should be sent:

RUST BELT HOLDINGS, L.L.C.
PO Box 8155
New York, NY 10150
E-mail: claims@rustbeltholdings.net

Court Claim # (if known): 15364
Amount of Claim: \$68,351,668.66
Amount of Claim to be Transferred: \$68,351,668.66
Date Claim Filed: September 17, 2009
Debtor: Lehman Brothers Holdings Inc.

Name and Address of Transferor:

Deutsche Bank AG, London Branch
c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, New York 10005

with a copy to:

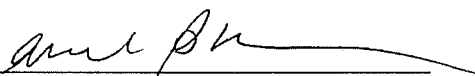
Alice Belisle Eaton
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Phone (212) 373-3125
Fax (212) 492-0125
aeaton@paulweiss.com

****PLEASE SEE ATTACHED DOCUMENTS****

Name and Address where transferee payments should be sent (if different from above): N/A

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

RUST BELT HOLDINGS, L.L.C

By: 
Name: Alice Eaton
Title: Authorized Signatory

Date: June 28, 2013

EXHIBIT A

Proof of Claim

UNITED STATES BANKRUPTCY COURT/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Name of Debtor Against Which Claim is Held Lehman Brothers Holdings Inc.		Case No. of Debtor Case No. 08-13555 (JMP)	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)			
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) LBH (Creditor, DBF, Crednum) Crednum #: 888047140***** Telecom Italia Capital Societe Anonyme Telecom Italia Capital SA 12, Rue Eugene Ruppert L-2453 Luxembourg, B.P. 872 L-2018 Luxembourg Telephone no.: +352 456060275 Email: antonio.sica@tifinance.lu		UNIQUE IDENTIFICATION NUMBER: 888047140	
Name and address where payment should be sent (if different from above)		THIS SPACE IS FOR COURT USE ONLY	
<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.		Court Claim Number: (If Known)	
<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.		Filed on:	
<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.			
1. Amount of Claim as of Date Case Filed: In excess of \$68,351,668.66 If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete Item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete Item 6. <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract.* <input checked="" type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee.* *IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO http://www.lehman-claims.com AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on http://www.lehman-claims.com if claim is based on a Derivative Contract or Guarantee.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)().	
2. Basis for Claim: See attached Annex A (See instruction #2 on reverse side.)		Amount entitled to priority: \$	
3. Last four digits of any number by which creditor identifies debtor: None 3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)			
4. Secured Claim (See instruction #4 on reverse side.) Not Applicable Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ Annual Interest Rate % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ Basis for perfection: Amount of Secured Claim: \$ Amount Unsecured: \$			
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ (See instruction #6 on reverse side.)			
7. Credits: The amount of a 8. Documents: Attach redacted orders, invoices, itemized state Attach redacted copies of documents (on reverse side.) If the documents DO NOT SEND ORIGINAL SCANNING. If the documents are not available		of making this proof of claim. ; promissory notes, purchase es and security agreements. it. (See definition of "redacted")	
Date: 9/17/09 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Antonio Sica, Director Adriano Trepletti, Managing director		DESTROYED AFTER	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 and 3571.		FILED / RECEIVED FOR COURT USE ONLY SEP 17 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC	

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

----- X
In re: :

LEHMAN BROTHERS HOLDINGS INC., :

Debtor. :
----- X

Chapter 11

Case No. 08-13555 (JMP)

(Jointly Administered)

ANNEX A TO PROOF OF CLAIM OF TELECOM ITALIA CAPITAL S.A.

1. Claimant. The undersigned, Telecom Italia Capital S.A. ("**Claimant**"), whose business and mailing address is 12 rue Eugène Ruppert, L-2453 Luxembourg, B.P. 872 L-2018 Luxembourg is a party with Lehman Brothers International (Europe) ("**LBIE**") to (i) that certain ISDA Master Agreement dated January 16, 2006 between Claimant and LBIE (the "**Master Agreement**"); (ii) that certain ISDA Schedule to the Master Agreement dated January 16, 2006 between Claimant and LBIE (the "**Schedule**"); and (iii) a series of transactions governed by the Master Agreement and evidenced by one or more confirmations exchanged between the parties (each, a "**Confirmation**") confirming the transactions (the "**Transactions**," together with the Master Agreement, the Schedule and the Confirmations, the "**Transaction Documents**").¹

2. Guarantee. Pursuant to the Schedule, Lehman Brothers Holdings Inc. ("**LBHI**" or "**Debtor**") is the Credit Support Provider² to LBIE. Pursuant to the Guarantee of Lehman

¹ Each of the Transaction Documents will be filed electronically in accordance with this Court's Order dated July 2, 2009 entered in the above-captioned bankruptcy cases establishing the deadline and procedures for filing proofs of claim based on derivative contracts.

² All capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Transaction Documents, as amended.

Brothers Holdings Inc. dated January 16, 2006 (the "**Guarantee**"), LBHI is the guarantor of all amounts due under the Transaction Documents, as amended, payable by LBIE to Claimant.

3. Event of Default. Pursuant to Section 5(a)(vii) of the Master Agreement, an Event of Default occurred upon the filing of a voluntary petition for relief under title 11, chapter 11 of the United States Code by LBHI on September 15, 2008. Such Event of Default is continuing.

4. Notice of Early Termination. On September 16, 2008, as a result of the Event of Default, Claimant exercised its rights under Section 6(a) of the Master Agreement and notified LBIE that Claimant was designating September 17, 2008 as the Early Termination Date in respect of all then outstanding transactions.

5. Notification of Settlement Amount. On September 23, 2008, Claimant transmitted a Notification of Settlement Amount to LBIE demanding payment from LBIE in the amount of USD 68,151,668.66 in connection with the early termination of the outstanding transactions.

6. Claim. As of the Early Termination Date, Claimant has a liquidated claim ("**Liquidated Claim**") against Debtor as follows:

a. approximately USD 68,151,668.66 in connection with the early termination of the outstanding transactions; plus

b. interest at the Default Rate of 9.051% per annum from (and including) the Early Termination Date to (but excluding) the date such amount is paid; plus

c. an amount not less than approximately USD 200,000.00, representing all fees, costs, expenses, and indemnities (including legal fees and expenses, if any) payable under

the Transaction Documents in connection with Debtor's default under or obligations arising from the Transaction Documents and the enforcement of the Claimant's rights thereunder; and

d. subject in all cases to reduction for amounts already paid to Claimant under the Transaction Documents since the Early Termination Date.

7. Unliquidated Claim. Debtor is or may be directly or indirectly indebted to Claimant for contingent or unliquidated amounts ("**Unliquidated Claim**," together with the Liquidated Claim, the "**Claim**") under the Transaction Documents in respect of, *inter alia*, other defaults by LBIE under the Transaction Documents.

8. Judgments. No judgment has been rendered on the Claim.

9. Credits and Set-Offs. The amount of all payments on the Claim since the Early Termination Date (as described in paragraph 6 hereof) have been credited and deducted for the purpose of making this proof of claim. The Claim is not subject to any setoffs, defenses or counterclaims by Debtor.

10. Reservation of Rights. The execution and filing of this proof of claim is not and shall not be deemed: (a) a waiver of any remedies set forth in Section 6 of the Master Agreement (including the right to terminate) or a waiver of any other rights or remedies of the Claimant under the Master Agreement, the Schedule, the Confirmations, or any other Transaction Document; (b) a waiver of any right to assert that all or any portion of the Claim constitutes an administrative expense claim, an unsecured claim, or a priority claim in this case; (c) a waiver or release of Claimant's claims or rights against any other entity, person, or property liable for all or any part of the Claim asserted herein or any matters related to the Claim asserted herein; (d) a consent by Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving Claimant; (e) a waiver of the right to withdraw the

reference, or otherwise to challenge the jurisdiction of this Court with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto, or any other proceedings commenced in this case against or otherwise involving Claimant; (f) a waiver or release by Claimant of Claimant's right to trial by jury, or a consent by Claimant to a trial by jury in this Court or any other court; (g) a waiver of any right to the subordination, in favor of Claimant, of indebtedness or liens held by any creditors of Debtor or any of its affiliates; or (h) an election of remedies which waives or otherwise affects any other remedy.

Claimant specifically reserves all of its defenses and rights, procedural and substantive, including, without limitation, its rights with respect to any claim that may be asserted against Claimant or any of its affiliates, by Debtor, any of its affiliates or any other party, including LBIE.

11. Amendments. Claimant expressly reserves its right to file any separate or additional proof of claim with respect to the Claim set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this proof of claim), to amend or supplement this proof of claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional claims or for any other reason.

12. Notice. All notices in respect of this claim should be forwarded to:

Telecom Italia Capital S.A.
12 rue Eugène Ruppert
L-2453 Luxembourg
B.P. 872 L-2018 Luxembourg
Attn.: Mr. Antonio Sica
Tel: +352 456060275
Fax: +352 456060444

With a copy to:
Orrick, Herrington & Sutcliffe LLP

666 Fifth Avenue
New York, New York 10103
Attn: Alyssa D. Englund, Esq.
Tel: (212) 506-5187
Fax: (212) 506-5151

EXHIBIT B

Evidence of Transfer from Transferor to Transferee

EVIDENCE OF TRANSFER OF CLAIM

TO: United States Bankruptcy Court for the Southern District of New York ("Bankruptcy Court")
Attn: Clerk

AND TO: Lehman Brothers Holdings Inc. ("Debtor")
Case No. 08-13555 (JMP) (Jointly Administered)

Proof of Claim Number 15364

DEUTSCHE BANK AG, LONDON BRANCH, its successors and assigns ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby certify that it has unconditionally and irrevocably sold, transferred and assigned unto:

RUST BELT HOLDINGS, L.L.C.
PO Box 8155
New York, NY 10150
E-mail: claims@rustbeltholdings.net

with a copy to:

Alice Belisle Eaton
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Phone (212) 373-3125
Fax (212) 492-0125
aeaton@paulweiss.com

its successors and assigns ("Buyer"), all right, title and interest in and to \$68,351,668.66 of the Claim of Seller, represented by Proof of Claim Number 15364, against Lehman Brothers Holdings Inc., in the Bankruptcy Court, or any other court with jurisdiction over the bankruptcy proceedings of the Debtor (the "Assigned Claim").

Seller hereby waives any objection to the transfer of the Assigned Claim to Buyer on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges and understands, and hereby stipulates that an order of the Bankruptcy Court may be entered without further notice to Seller transferring to Buyer the Assigned Claim and recognizing the Buyer as the sole owner and holder of the Assigned Claim.

You are hereby directed to make all future payments and distributions, and to give all notices and other communications, in respect of the Assigned Claim to Buyer.

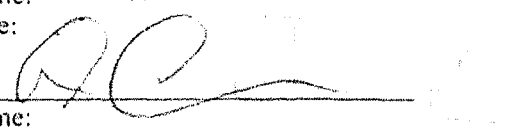
IN WITNESS WHEREOF, the undersigned has duly executed this Evidence of Transfer of Claim by its duly authorized representative dated December 20, 2011.

DEUTSCHE BANK AG, LONDON BRANCH

By:  Philipp Roever
Vice President

Name:

Title:

By: 
Name:
Title:

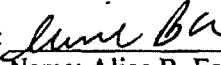
RUST BELT HOLDINGS, L.L.C.

By: _____
Name: Alice B. Eaton
Title: Authorized Signatory

IN WITNESS WHEREOF, the undersigned has duly executed this Evidence of Transfer of Claim by its duly authorized representative dated December 20, 2011.

DEUTSCHE BANK AG, LONDON BRANCH RUST BELT HOLDINGS, L.L.C.

By: _____
Name:
Title:

By: 
Name: Alice B. Eaton
Title: Authorized Signatory

By: _____
Name:
Title: